

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT TO OIL, GAS AND MINERAL LEASE**

WHEREAS, Land Rover Ltd., a Texas limited partnership, as Lessor, and The Caffey Group, LLC, as Lessee, entered into that certain Oil, Gas and Mineral Lease dated October 22, 2008, a Memorandum of which is filed in Document Number D209082995, Official Public Records of Tarrant County, Texas (the "Lease"); and

WHEREAS, the Lease and all rights and privileges of the Lands thereunder are now owned and held by Titan Operating, LLC as shown in the Assignment of Oil and Gas Leases dated September 14, 2009, from The Caffey Group, LLC to Titan Operating, LLC, recorded in Document Number D209259503, Official Public Records of Tarrant County, Texas.

WHEREAS, Land Rover Ltd., a Texas limited partnership, (the "Lessor") and Titan Operating, LLC (the "Lessee") desire to amend the Lease in the manner provided below.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor, and Lessee hereby amend the Lease, as follows:

1. Legal Description: By deleting from the Lease the property described therein and substituting therefor the following:

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 30, 31, 32, Block 1, River Legacy Estates, addition in Tarrant County, Texas, including any interest under adjacent roadways, if any, according to the plat recorded in Cabinet A, Slide 982, Plat Records, Tarrant County, Texas.

2. Payments. By the addition of the following provision to all of the other terms, covenants and conditions of the Lease:

"During the term of this lease all payments to be made to the Lessor hereunder, including bonus, production royalties and other royalties or payments accruing to the Lessor under the terms and provisions of this lease, shall be paid to the following parties (and their respective successors, heirs, legal representatives and assigns) in the following proportions:

<u>Payee</u>	<u>Interest</u>
Land Rover, Ltd. c/o David L. Moritz 2111 North Collins Street, Suite 323 Arlington, Texas 76011	0.940

<u>Payee</u>	<u>Interest</u>
Reilly Parkway, Ltd. Attention: Michael A. Reilly 1017 So. F.M. Rd. 5 Aledo, Texas 76008	0.060
	_____
Total	1.000

The undersigned Lessor does hereby authorize and direct Lessee and any purchaser of oil and/or gas produced from the leased premises or lands pooled therewith to pay all monies accruing to the interest of Lessor hereunder, including bonus production royalties and other royalties or payments, as set forth above, and to such parties' respective successors, heirs, legal representatives and assigns."

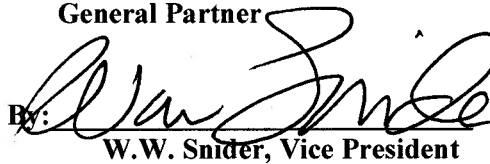
For the same consideration recited above, Lessor does hereby consent to, ratify, adopt and confirm all of the terms and provisions of the Lease, as amended herein, and does hereby grant, lease, demise and let to Lessee, its successors and assigns, the lands covered by the Lease, as amended herein, upon and subject to all of the terms and provisions set out in the Lease, as amended. The undersigned hereby further declares that the Lease, as amended, in all its terms and provisions, is and remains a valid and subsisting Oil, Gas, and Mineral Lease and declares that the Lease is binding upon the Lessor and Lessor's successors and assigns. Except as set forth above, the remaining terms and provisions of the Lease shall remain in full force and effect.

EXECUTED this 20 day of January, 2011.

**LESSOR:**

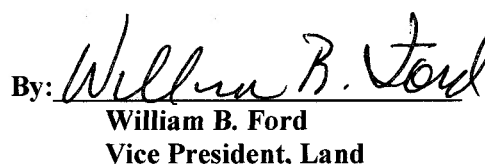
**Land Rover, Ltd, a Texas Limited Partnership**

By: Texas Rover Realty, Inc.,  
General Partner

By:   
W.W. Snider, Vice President

**LESSEE:**

**TITAN OPERATING, LLC**

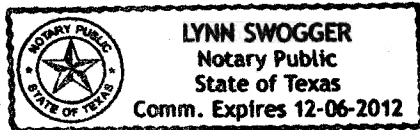
By:   
William B. Ford  
Vice President, Land

STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 20 day of January 2011, by W.W. Snider, the Vice President of Texas Rover Realty, Inc., General Partner of Land Rover, Ltd., a Texas limited partnership, on behalf of said partnership, in the capacity therein stated.

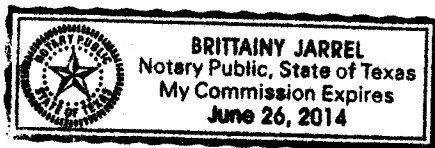


*Lynn Swogger*  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 28 day of Feb., 2011, by William B. Ford, Vice President, Land of Titan Operating, LLC, a Texas limited liability company, on behalf of the limited liability company.



*Brittainy Jarrel*  
Notary Public - State of Texas

C:\Documents and Settings\gdickson\My Documents\Reilly Brothers\Reilly-Land Rover Ltd Amendment.RTNRevised.doc

**After Recording Return To:**  
Norwood Land Services, LLC  
6421 Camp Bowie Blvd., Ste 312  
Fort Worth, TX 76116

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NORWOOD LAND SERVICES LLC  
6421 CAMP BOWIE BLVD STE 312  
FT WORTH, TX 76116

Submitter: NORWOOD LAND SERVICES  
LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 4/11/2011 1:07 PM

Instrument #: D211083928

LSE

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PGS

\$24.00

By: Mary Louise Garcia

D211083928

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL